

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

PNC BANK, NATIONAL)
ASSOCIATION, successor to)
NATIONAL CITY BANK,) Case No.: 1:09-CV-08032
)
 Plaintiff,) Assigned Judge: Honorable
) Samuel Der-Yeghiyan
 vs.) Designated Magistrate
)
 SHARON SKLAROV, et al.,) Judge: Honorable Nan R. Nolan
)
 Defendants.)

MOTION TO APPOINT RECEIVER

COMES NOW PNC Bank, National Association, successor to National City Bank (“PNC Bank”), and for its Motion to Appoint Receiver, pursuant to Federal Rule of Civil Procedure 66, states as follows:

1. On December 29, 2009, plaintiff PNC Bank, National Association, successor to National City Bank (“PNC Bank”), filed its Complaint in the above-referenced matter in which PNC Bank alleged breaches of six separate loan agreements secured by five pieces of property in Missouri, Illinois, Ohio and Indiana.

2. While the above-referenced matter contains numerous defendants, a common thread runs through all of the loans -- Vladimir and Sharon Sklarov (“Sklarovs”) are either the signatories of the loans or are guarantors of corporate debt. In addition, the Sklarovs are allegedly managing the properties.

3. These properties each contain improvements that are income generating and as such, require extensive day-to-day maintenance and management, which is not being conducted by the defendants.

4. PNC Bank, before filing of its Complaint, retained its proposed receiver, Kenneth P. Polsinelli, to conduct a review of three of the five subject properties. His findings, as summarized in his Affidavit, demonstrate there has been ineffective management of the properties and that preservation of the properties, as well as protection of the tenants, can occur only through the appointment of a receiver. The Affidavit of Kenneth P. Polsinelli is attached hereto and incorporated as Exhibit A.

5. Jason Rockwell, Executive Vice President of PNC Bank, the executive primarily responsible for the collection of the subject debt, based on his observations, has determined that the rent stream from Defendants, as well as any effective communication, has ceased. Mr. Rockwell further indicates that extensive efforts were made by PNC Bank to avoid this filing; however, these efforts were met by silence. The Affidavit of Jason Rockwell is attached hereto and incorporated as Exhibit B.

6. The notes and loan agreements entered into by the defendants and each of the notes that are subjects of the Complaint provide for PNC Bank to move for the appointment of a receiver upon an instance of default through which the receiver can take over and manage the properties during the pendency of the lawsuit to ensure that the value of the properties is protected once default has been declared.¹ The Complaint² is attached hereto and incorporated as Exhibit C.

7. As set forth in the Complaint, defaults have been declared on all of the notes between PNC Bank and the defendants.³ Federal law as outlined in the contemporaneously filed Memorandum of Law in support provides for the federal court

¹ Compl. §§ 49, 66, 67, 85, 103, and 118.

² As the Court is aware, the Complaint is voluminous in that it is 30 pages long and supported by 35 exhibits. PNC Bank will not reproduce these exhibits unless the Court requests PNC Bank to take such action.

³ Compl. §§ 21, 22, 23, 24, 25, 29, 34, 39, 51, 52, 69, 70, 87, 88, 105, 106, 120, and 121.

jurisdiction and power to appoint a receiver at Federal Rule of Civil Procedure 66 and 28 USC § 754. 28 USC § 1692 provides for extraterritorial jurisdiction so that this Court may enforce its order regarding the appointment of the receiver. *Id.*

8. In addition to the pre-filing efforts, outlined in the Affidavit of Jason Rockwell, PNC Bank, by and through its Counsel, Wendi Alper-Pressman, made one final attempt to avoid the instant filing, sending letters on November 20, 2009, seeking cooperation from defendants. The November 20, 2009 letters of Wendi Alper-Pressman are attached hereto and incorporated as Exhibits D, E, F, G, and H. As with requests from PNC Bank, these requests were met with silence from defendants, leaving PNC Bank with no option but to file the instant matter.

WHEREFORE, PNC Bank respectfully requests this Court to enter its Order appointing a receiver to take over and manage the properties controlled by the defendants herein and subject to the loan agreements by and between PNC Bank and the defendants and for such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

LATHROP & GAGE LLP

/s/ Blaine C. Kimrey

Blaine C. Kimrey (ARDC #06279625)
Chicago Mercantile Exchange Center
Suite 2200
30 South Wacker Drive
Chicago, IL 60606
bkimrey@lathropgage.com
Phone: (312) 920-3300
Fax: (312) 920-3301

Wendi Alper-Pressman,
(ARDC #06192523)
(*Pro Hac Vice Admission Pending*)
7701 Forsyth Boulevard, Suite 400
Clayton, MO 63105
walper-pressman@lathropgage.com
Phone: (314) 613-2800
Fax: (314) 613-2801

Matthew A. Jacober, (ARDC #06256140)
(*Pro Hac Vice Admission Pending*)
10 South Broadway, Suite 1300
St. Louis, MO 63102
mjacobер@lathropgage.com
Phone: (314) 613-2500
Fax: (314) 613-2550

**Attorneys for PNC Bank, National
Association, successor to National City
Bank**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 7th of January, 2010, a copy of the foregoing was served upon defendants via Federal Express as follows:

Sharon Sklarov
221 S. Ridge Road
Lake Forest, IL 60045

Vladimir Sklarov a/k/a Val Sklarov
221 S. Ridge Road
Lake Forest, IL 60045

Sklarov Revocable Children's Trust
Dated February 17, 1998
c/o Sharon Sklarov
221 S. Ridge Road
Lake Forest, IL 60045

LP XXIV, LLC
c/o Vladimir Sklarov
221 S. Ridge Road
Lake Forest, IL 60045

Luxury Townhomes, LLC
c/o Vladimir Sklarov
221 S. Ridge Road
Lake Forest, IL 60045

Kidz Real Estate Group, LLC
c/o Vladimir Sklarov
221 S. Ridge Road
Lake Forest, IL 60045

Chicago Land Trust Company,
As Trustee Under a Trust Agreement Dated
July 16, 1997 and Known as Trust Number 1104283
c/o Vladimir Sklarov
221 S. Ridge Road
Lake Forest, IL 60045

/s/ Blaine C. Kimrey